

City of Monticello, Iowa

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Posted on December 14, 2017 at 5:00 p.m.

Monticello City Council Regular Meeting December 18, 2017 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Dena Himes	City Administrator:	Doug Herman
City Council:		Staff:	
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brian Wolken, Mayor Pro Tem	Public Works Dir.:	Brant LaGrange
Ward #1:	Rob Paulson	City Engineer:	Patrick Schwickerath
Ward #2:	Johnny Russ	Police Chief:	Britt Smith
Ward #3:	Chris Lux	Ambulance Dir.:	Dawn Brus
Ward #4:	Tom Yeoman		

- **Call to Order – 6:00 P.M.**
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item.

Consent Agenda (These are routine items and will be enacted by one motion without separate discussion unless someone requests an item removed to be considered separately.)

Approval of Council Mtg. Minutes

December 04, 2017

Approval of Payroll

December 07, 2017

Approval of Bill List

Motions: None

Public Hearing: None

Resolutions:

1. **Resolution** to approve investment in Jones County Safe & Healthy Youth Coalition
2. **Resolution** to approve credit against Henry Bemrose Utility Account
3. **Resolution** approving payment of retainage to B & J Hauling & Excavation in the amount of \$4,562.28 related to the Hangar excavation and grading project.
4. **Resolution** to approve repairs to Street Sweeper.
5. **Resolution** to approve amended Contract related to Commercial Dumpster Collection.

Ordinances: None

Reports / Potential Action:

- Letter to Red Hughes
- M-Town Planned parking lot improvements
- Ordinance Scrivener's Error
- ECIA Housing Board
- Engineer's Report (Schwickerath)
- City/County Road Agreement

Adjournment: Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

Regular Council Meeting – Official
December 4 2017 - 6:00 P.M.
Community Media Center

Mayor Pro Tem Brian Wolken called the meeting to order. Council present: Dave Goedken, Brian Wolken, Rob Paulson, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Brant LaGrange and City Engineer Patrick Schwickerath. Mayor Dena Himes and Council member Johnny Russ were absent.

Yeoman moved to approve the agenda, Lux seconded, roll call unanimous.

Paulson moved to approve the consent agenda, Lux seconded, roll call unanimous.

Herman reported that Republic, current commercial dumpster hauler, proposes to provide front load dumpsters to all customers at no charge if the City would agree to extend the Dumpster Collection Agreement from 2020 to 2024. Republic also proposed to collect residential recycling and to provide all residential customers with a 65 gallon recycling cart at no cost. Republic Representative Matt Pivit stated that approximately 100 front load dumpsters and 1500 recycling containers would be supplied, and that Republic would own the dumpsters and carts, with no rent or repair cost to the user. Herman stated residents would not be required to use the recycling carts. Herman stated there were a few businesses still using outside contractors to pick up their dumpsters, which is against current City Code. He is currently working to get them switched over before civil penalties are imposed. Goedken questioned if they would still pick up glass and Pivit stated he would work with the City as to what is recyclable. Herman stated the current recycling hauler approached him about not picking up glass and was advised they were required by their contract to continue to pick up the glass. Pivit stated there is currently no market for glass. Yeoman moved to authorize Herman to work with Republic to prepare a contract to extend the dumpster contract until 2024, with them providing the front load dumpsters and recycling carts at no cost to the user and to put a notice in the paper to see if there is any other interest in providing the service. Goedken seconded; Roll call vote, Yeoman, Goedken, Lux and Wolken voted aye and Paulson voted nay; Motion carried.

LaGrange reviewed six proposed street repair bid packages. LaGrange explained that bid package #6 would require the assistance of the City Engineer. Goedken moved to approve compilation of street repair bid packages and authorize LaGrange to seek bids for spring 2018 construction, Yeoman seconded, roll call unanimous.

Yeoman moved to approve Resolution #17-155 Approving Pay Request #4 in the amount of \$91,557.97 submitted by Taylor Construction, Inc. Re: 2017 E. 1st Street Bridge Replacement Project, Lux seconded; roll call vote, Yeoman, Goedken, Lux and Wolken voted aye and Paulson voted nay. Motion carried.

Goedken moved to approve Resolution #17-156 To approve Pay Request #3, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$124,221.76, Lux seconded, roll call unanimous.

Herman reviewed the proposed five year airport capital improvement plan. Yeoman moved to approve Resolution #17-157 approving the submission of the Five Year Airport Capital Improvement Program and Long Range Needs Assessment, Years Six to Twenty, Wolken seconded, roll call unanimous.

Herman reviewed contractor pricing related to asphalt and concrete cemetery driveway improvements. Goedken moved to approve Resolution #17-158 to approve Cemetery Paving Project, with 6" PCC with rebar, seconded by Yeoman, roll call unanimous. Goedken suggested that staff look at prices related to epoxy coated rebar as opposed to standard, non-coated, rebar.

Goedken moved Ordinance #708 amending Monticello Code of Ordinances 65.02 "Stop Required" and "Yield Required" third and final reading and in title only, Wolken seconded, Roll call unanimous.

Goedken moved Ordinance #709 providing for the division of taxes levied on taxable property in the 2017 Addition (Amendment #2) to the Monticello Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa, third and final reading and in title only, Wolken seconded, roll call unanimous.

Herman reported that he has been approached by Council members who have been approached by local contractors interested in bidding on city mowing services. The City currently uses Steve Monk Construction for nearly all mowing and the City has been very satisfied. Herman explained that he brought this topic up due to the questions received by Council members passed on to him and that the Council could take no action, could re-bid all the mowing as one package, or could break the mowing into more than one bid package. Herman indicated that the only issue with current practices brought to his attention was a desire to have certain areas not treated with Roundup but with a weed whip, particularly around the Aquatic Center, town entryways and other prominent areas. Consensus of the Council was to continue with Steve Monk Construction this coming season and to consider bidding out some or all of the mowing for the 2019 season.

Herman reviewed a letter received from the Jones County Safe & Healthy Youth Coalition requesting financial support in the amount of \$2,000. Herman will put on next agenda for consideration.

Herman informed the Council of letters he has sent to Red Hughes in regard to the terms of the Hughes pre-annexation that were to be complied with by June 1, 2015, including the plugging of a well and the removal of all junk and junk vehicles, and other similar nuisance related items, from his property. Hughes previously requested a time extension into October, 2017 which Herman granted. Herman proposed that Hughes be in substantial compliance by June 1, 2018 and consensus of the Council was that he be fully compliant by June 1, 2018 or be subject to citation. Herman agreed to notify Hughes of the Council position.

Herman reported the receipt of a Notice to Redeem related to the Compadres Building Tax Sale.

Schwickerath reviewed cost estimates related to potential reconstruction of North Sycamore Street from 1st Street to 7th Street or from 3rd Street to 7th Street along with cost estimates associated with the reconstruction of Chestnut Street from 2nd Street to 3rd Street. Council took no action at this time.

Paulson moved to adjourn the Council meeting at 7:20 P.M., roll call vote unanimous.

Brian Wolken, Mayor Pro Tem

Sally Hinrichsen, City Clerk

PAYROLL - DECEMBER 7, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	Nov. 20 - Dec. 3, 2017				
Evan Barry	\$ 371.70	\$ -	0.00	0.00	\$ 310.42
Angela Batcheler	24.00	-	0.00	0.00	20.59
Jeremy Bell	194.70	-	0.00	0.00	156.69
Brian Bronemann	69.12	-	0.00	0.00	59.30
Carter Bronemann	637.20	-	0.00	0.00	472.54
Dawn Brus	2,607.90	-	0.00	48.38	1,696.12
Stephen Fasnacht	159.36	-	0.00	0.00	136.72
Ben Hein	119.52	-	0.00	0.00	102.54
Mary Intlekofer	1,822.80	-	0.00	0.00	969.26
Brandon Kent	1,996.40	-	0.00	0.00	1,267.38
Lori Lynch	1,996.40	-	0.00	0.00	1,277.25
Dave McNeill	250.32	-	0.00	0.00	212.75
Christopher Moore	2,090.70	186.30	63.00	63.00	1,437.17
Shelly Searles	2,387.00	781.20	0.00	18.00	1,731.50
Brenda Surom	520.80	-	0.00	0.00	385.40
TOTAL AMBULANCE	\$ 15,247.92	\$ 967.50	63.00	129.38	\$ 10,235.63
CEMETERY	Nov. 18 - Dec. 1, 2017				
Dan McDonald	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,098.89
TOTAL CEMETERY	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,098.89
CITY HALL	Nov. 19 - Dec. 2, 2017				
Cheryl Clark	\$ 1,600.00	\$ -	0.00	0.00	\$ 1,017.20
Doug Herman	3,720.72	-	0.00	0.00	2,620.15
Sally Hinrichsen	2,368.18	-	0.00	0.00	1,618.20
Nanci Tuel	1,372.75	12.75	0.00	0.00	886.07
Amanda Wygle	107.50	-	0.00	0.00	87.64
TOTAL CITY HALL	\$ 9,169.15	\$ 12.75	0.00	0.00	\$ 6,229.26
FIRE					
Mike Bader	\$ 60.00	\$ -	0.00	0.00	\$ 55.41
Marvin Kelchen	100.00	-	0.00	0.00	92.35
Don McCarthy	125.00	-	0.00	0.00	107.24
Mike Wink	100.00	-	0.00	0.00	92.35
TOTAL FIRE	\$ 385.00	\$ -	0.00	0.00	\$ 347.35
LIBRARY	Nov. 20 - Dec. 3, 2017				
Kyle Gassman	\$ 206.19	\$ -	0.00	0.00	\$ 178.15
Molli Hunter	292.00	-	0.00	0.00	249.30
Penny Schmit	935.20	-	0.00	0.00	676.74
Madonna Thoma-Kremer	872.00	-	0.00	0.00	524.46
Michelle Turnis	1,517.58	-	0.00	0.00	938.53
Amanda Wygle	70.00	-	0.00	0.00	57.07
TOTAL LIBRARY	\$ 3,892.97	\$ -	0.00	0.00	\$ 2,624.25
MBC	Nov. 20 - Dec. 3, 2017				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,359.76
Casey Reyner	1,538.46	-	0.00	0.00	1,040.77
Amanda Wygle	27.50	-	0.00	0.00	22.41
TOTAL MBC	\$ 3,412.11	\$ -	0.00	0.00	\$ 2,422.94

PAYROLL - DECEMBER 7, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	Nov. 20 - Dec. 3, 2017				
Dawn Graver	\$ 2,485.44	\$ -	0.00	0.00	\$ 1,675.36
Erik Honda	1,819.90	-	0.00	7.75	1,334.35
John Klein	246.48	-	0.00	0.00	209.46
Jordan Koos	2,144.50	-	16.00	38.50	1,503.70
Travis McNally	92.43	-	0.00	0.00	69.30
Britt Smith	2,443.56	-	0.00	0.00	1,742.98
Madonna Staner	1,414.40	-	0.00	0.00	1,049.27
Brian Tate	2,063.54	-	0.00	0.00	1,512.29
Robert Urbain	295.32	-	0.00	38.50	248.19
TOTAL POLICE	\$ 13,005.57	\$ -	16.00	84.75	\$ 9,344.90
ROAD USE	Nov. 18 - Dec. 1, 2017				
Billy Norton	\$ 1,630.95	\$ 58.95	0.00	0.00	\$ 1,017.12
Wayne Yousse	1,572.01	-	0.00	0.00	1,037.68
TOTAL ROAD USE	\$ 3,202.96	\$ 58.95	0.00	0.00	\$ 2,054.80
SANITATION	Nov. 18 - Dec. 1, 2017				
Michael Boyson	\$ 1,524.00	\$ -	0.00	0.00	\$ 1,016.71
Nick Kahler	353.70	-	0.00	0.00	185.97
Chris Taylor	1,257.60	-	0.00	0.00	798.17
TOTAL SANITATION	\$ 3,135.30	\$ -	0.00	0.00	\$ 2,000.85
SEWER	Nov. 18 - Dec. 1, 2017				
Tim Schultz	\$ 1,632.00	\$ -	0.00	3.00	\$ 1,106.74
Jim Tjaden	1,900.00	-	0.00	0.00	1,331.77
TOTAL SEWER	\$ 3,532.00	\$ -	0.00	3.00	\$ 2,438.51
WATER	Nov. 18 - Dec. 1, 2017				
Brant LaGrange	\$ 2,020.38	\$ -	0.00	0.00	\$ 1,369.58
Jay Yanda	2,024.75	204.75	0.00	0.00	1,410.38
TOTAL WATER	\$ 4,045.13	\$ 204.75	0.00	0.00	\$ 2,779.96
TOTAL - ALL DEPTS.	\$ 60,600.11	\$ 1,243.95	79.00	217.13	\$ 41,577.34

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				

GENERAL				
POLICE DEPARTMENT				
BAKER PAPER CO INC	PD BUILDING SUPPLIES	31.73		
BOSS OFFICE SUPPLIES & SYS INC	PD OFFICE SUPPLIES	12.49		
DAWN BRUS	PD MEDICAL SUPPLIES	149.07		
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	114.06		
JOHN DEERE FINANCIAL	PD SUPPLIES	16.97		
KONICA MINOLTA BUSINESS	PD OFFICE SUPPLIES	75.32		
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING	70.05		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	625.63		
MONTICELLO EMER MEDICAL TEAM	PD CPR TRAINING	250.00		
OFFICE OF VEHICLE SERVICES	PD SALVAGE THEFT EXAM	20.00		
TCM BANK NA	PD LIFEPAK CR PLUS	2,061.65		
TRI COUNTY PROPANE LLC	PD FUEL	111.39		
U.S. CELLULAR	PD CELL PHONES	196.14		
TRACY YOUSSE	PD CAR LETTERING	500.00		
		=====		
	POLICE DEPARTMENT	4,234.50		
STREETS				
BREEDEN TREE SERVICE EAST	RU TREE REMOVAL	110.00		
		=====		
	STREETS	110.00		
STREET LIGHTS				
IOWA BASE INC.	STREETLIGHT BASES	1,984.00		
		=====		
	STREET LIGHTS	1,984.00		
AQUATIC CENTER				
IA DIV OF LABOR SERVICES	POOL BOILER INSPECTION	110.00		
		=====		
	AQUATIC CENTER	110.00		
CEMETERY				
BREEDEN TREE SERVICE EAST	CEM TREE REMOVAL	555.00		
JOHN DEERE FINANCIAL	CEM EQUIP REPAIR/MAINT	43.78		
M TOWN TIRE & AUTO	CEM EQUIP REPAIR/MAINT	41.00		
MONTICELLO COMM SCHOOL DISTRICT	CEM FUEL	122.11		
		=====		
	CEMETERY	761.89		
SOLDIER'S MEMORIAL BOARD				

ACCOUNTS PAYABLE ACTIVITY **CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MEDIACOM	SLDR MEM TELEPHONE	25.21		
	SOLDIER'S MEMORIAL BOARD	25.21		
	MAYOR AND CITY COUNCIL			
CHRISTINA LUX	COUNCIL MILEAGE	25.68		
	MAYOR AND CITY COUNCIL	25.68		
	ATTORNEY			
LEXISNEXIS	ATTORNEY RESEARCH	140.00		
TCM BANK NA	ATTORNEY TRAINING	45.00		
	ATTORNEY	95.00		
	CITY HALL/GENERAL BLDGS			
CENTRAL IOWA DISTRIBUTING INC	CH BUILDING SUPPLIES	77.00		
JOSH IBEN	CH GROUNDS MAINTENANCE	20.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	333.20		
LASLEY ELECTRIC LLC	CH GROUNDS SUPPLIES	109.90		
MEDIACOM	CH TELEPHONE	159.65		
MONTICELLO EXPRESS INC	CH ADVERTISING	549.01		
TREASURER STATE OF IOWA	SALES TAX - NOVEMBER	26.25		
GREG TREY	CH WINDOW CLEANING	60.00		
	CITY HALL/GENERAL BLDGS	1,335.01		
	GENERAL	8,681.29		
	MONTICELLO BERNDEN CENTER			
	PARKS			
BOSS OFFICE SUPPLIES & SYS INC	MBC OFFICE SUPPLIES	6.95		
DUSTIN P CHAPMAN	MBC REFEREE FEES	30.00		
PHIL GILKERSON	MBC REFEREE FEES	30.00		
TODD HOSPODARSKY	MBC REFEREE FEES	75.00		
INFRASTRUCTURE TECHNOLOGY	MBC EQUIP REPAIR/MAINT	150.00		
JOHN DEERE FINANCIAL	MBC BLDG REPAIR/MAINT	9.48		
DAVID B MCNEILL	MBC BUILDING SUPPLIES	5.09		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	28.17		
MONTICELLO EXPRESS INC	MBC OFFICE SUPPLIES	45.00		
DARREN READE	MBC REFEREE FEES	60.00		
TCM BANK NA	MBC BUILDING SUPPLIES	630.40		
TREASURER STATE OF IOWA	SALES TAX - NOVEMBER	89.48		
	PARKS	1,159.57		

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	MONTICELLO BERNDES CENTER	1,159.57		
	FIRE			
	FIRE			
DAWN BRUS	FIRE MEDICAL SUPPLIES	58.64		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	84.26		
	FIRE	142.90		
	FIRE	142.90		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	56.40		
ALLIED 100 LLC	AMB MEDICAL SUPPLIES	123.00		
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	31.74		
BOSS OFFICE SUPPLIES & SYS INC	AMB OFFICE SUPPLIES	142.40		
DAWN BRUS	AMB MEDICAL SUPPLIES	827.67		
CLIA LABORATORY PROGRAM	AMB LAB CERTIFICATION	150.00		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	482.44		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	2,034.73		
TCM BANK NA	AMB BACKGROUND CHECKS	45.00		
U.S. CELLULAR	AMB CELL PHONES	67.66		
	AMBULANCE	3,961.04		
	AMBULANCE	3,961.04		
	LIBRARY IMPROVEMENT			
	LIBRARY			
TCM BANK NA	LIB IMP VIDEO/DVD RECORDINGS	377.73		
	LIBRARY	377.73		
	LIBRARY IMPROVEMENT	377.73		
	LIBRARY			
	LIBRARY			
JOSH IBEN	LIB GROUNDS MAINTENANCE	17.50		
MEDIA.COM	LIB TELEPHONE	117.64		
MICRO MARKETING LLC	LIB BOOKS	20.29		
MONTICELLO EXPRESS INC	LIB OFFICE SUPPLIES	8.48		

ACCOUNTS PAYABLE ACTIVITY **CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
SCHOOL SPECIALITY	LIB OFFICE SUPPLIES	23.84		
TCM BANK NA	LIB BOOKS	457.06		
		=====		
	LIBRARY	644.81		
		=====		
	LIBRARY	644.81		
	AIRPORT			
	AIRPORT			
JOHN DEERE FINANCIAL	AIRPORT GROUNDS SUPPLIES	89.98		
KLUESNER CONSTRUCTION, INC.	AIRPORT GROUNDS MAINTENANCE	5,872.53		
		=====		
	AIRPORT	5,962.51		
		=====		
	AIRPORT	5,962.51		
	ROAD USE			
	STREETS			
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	887.63		
FREESE MOTORS INC	RU EQUIP REPAIR/MAINT	19.40		
DONALD HUGHES	RU EQUIP REPAIR/MAINT	174.04		
JOHN DEERE FINANCIAL	RU SUPPLIES	46.64		
KIMBALL MIDWEST	RU SUPPLIES	67.34		
KLUESNER CONSTRUCTION, INC.	RU STREET MAINTENANCE CONTRACT	36,150.41		
KRAUS PLUMBING & HEATING INC	RU BLDG REPAIR/MAINT	12.50		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	695.91		
LAPORTE MOTOR SUPPLY	RU RATCH WRENCH SET	681.16		
M TOWN TIRE & AUTO	RU EQUIP REPAIR/MAINT	17.00		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	928.15		
MONTICELLO EXPRESS INC	RU ADVERTISING	176.80		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT	10.32		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES	1,056.55		
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT	197.91		
		=====		
	STREETS	41,121.76		
	SNOW REMOVAL			
B & J HAULING & EXCAVATION INC	RU SNOW REMOVAL	3,000.00		
		=====		
	SNOW REMOVAL	3,000.00		
		=====		
	ROAD USE	44,121.76		
	MARY MAXINE REDMOND TRUST			

LIBRARY

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
TCM BANK NA	LIB REDMOND PROGRAMMING	10.00		
	LIBRARY	10.00		
	MARY MAXINE REDMOND TRUST	10.00		
	C.C. BIDWELL LIBRARY BOOK			
	LIBRARY			
TCM BANK NA	LIB BIDWELL BOOKS	7.68		
	LIBRARY	7.68		
	C.C. BIDWELL LIBRARY BOOK	7.68		
	WATER			
	WATER			
BEHREND'S CRUSHED STONE	WATER SYSTEM	230.03		
CNH CAPITAL	WATER SYSTEM	3.50		
HAWKINS WATER TREATMENT	WATER SUPPLIES	10.00		
HYGIENIC LABORATORY	WATER LAB TESTS	71.50		
J&R SUPPLY INC	WATER SYSTEM	2,788.00		
JOHN DEERE FINANCIAL	WATER VEHICLE REPAIR/MAINT	19.33		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	186.90		
MONTICELLO EXPRESS INC	WATER SUPPLIES	94.65		
MONTICELLO MACHINE SHOP INC	WATER EQUIP REPAIR/MAINT	46.74		
TCM BANK NA	WATER POSTAGE	18.65		
TREASURER STATE OF IOWA	SALES TAX - NOVEMBER	2,012.36		
USA BLUE BOOK	WATER LAB SUPPLIES	169.17		
WHITE HAWK PLUMBING & HEATING	WATER SYSTEM	360.52		
WILLIAM WARREN, INC.	WATER/SEWER BOOTS - LAGRANGE	85.00		
DAVID WOHLER	OVERPAYMENT REF-ASHLEY BARTON	101.71		
	WATER	6,198.06		
	WATER	6,198.06		
	SEWER			
	SEWER			
BARD MATERIALS	SEWER SYSTEM	124.63		
EASTERN IA EXCAVATING&CONCRETE	SEWER SYSTEM	1,808.00		
FORTERRA CONCRETE PRODUCTS INC	SEWER SYSTEM	2,476.00		
HYGIENIC LABORATORY	SEWER LAB TESTS	990.00		
J&R SUPPLY INC	SEWER SYSTEM	72.50		
MC2, INC.	SEWER EQUIP REPAIR/MAINT	390.29		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	186.88		

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO EXPRESS INC	SEWER SUPPLIES	69.67		
TCM BANK NA	SEWER POSTAGE	81.77		
TREASURER STATE OF IOWA	SALES TAX - NOVEMBER	639.79		
TRI COUNTY PROPANE LLC	SEWER UTILITIES	1,768.31		
WILLIAM WARREN, INC.	WATER/SEWER BOOTS - LAGRANGE	84.99		
		=====		
	SEWER	8,692.83		
		=====		
	SEWER	8,692.83		
	SANITATION			
	SANITATION			
JOHN DEERE FINANCIAL	SANITATION SUPPLIES	18.98		
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	3,151.50		
KRAUS PLUMBING & HEATING INC	SANITATION BLDG REPAIR/MAINT	12.50		
M TOWN TIRE & AUTO	SANITATION EQUIP REPAIR/MAINT	620.00		
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	409.31		
MONTICELLO EXPRESS INC	SANITATION SUPPLIES	69.66		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	8,383.40		
TREASURER STATE OF IOWA	SALES TAX - NOVEMBER	675.06		
		=====		
	SANITATION	13,340.41		
		=====		
	SANITATION	13,340.41		
	STORM WATER			
	STORM WATER FUND			
TREASURER STATE OF IOWA	SALES TAX - NOVEMBER	157.06		
		=====		
	STORM WATER FUND	157.06		
		=====		
	STORM WATER	157.06		
**** SCHED TOTAL ****		93,457.65		
***** REPORT TOTAL *****		=====		
		93,457.65		
		=====		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	8,681.29		
005	MONTICELLO BERNDES CENTER	1,159.57		
015	FIRE	142.90		
016	AMBULANCE	3,961.04		
030	LIBRARY IMPROVEMENT	377.73		
041	LIBRARY	644.81		
046	AIRPORT	5,962.51		
110	ROAD USE	44,121.76		
339	MARY MAXINE REDMOND TRUST	10.00		
502	C.C. BIDWELL LIBRARY BOOK	7.68		
600	WATER	6,198.06		
610	SEWER	8,692.83		
670	SANITATION	13,340.41		
740	STORM WATER	157.06		

City Council Meeting
Prep. Date: 12/14/17
Preparer: Doug Herman



Agenda Item: # 1
Agenda Date: 12/04/17

Communication Page

Agenda Items Description: Resolution to approve investment in Jones County Safe & Healthy Youth Coalition.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Resolution

Request for Funding

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Admin. County Contrib.

\$2,000 +/-

Synopsis: Jones County Safe & Healthy Youth Coalition requests funding to replace lost grant funding.

Background Information: It is my understanding that a grant used to fund efforts associated with a youth group the Coalition works with that goes by the acronym (BEASTS (Being Excellent and Staying Totally Safe) will come to an end on 9/30/2018. To continue forward the Coalition needs to find new funding sources. The Coalition has requested a \$2,000 investment from the City. I do not know who else funding has been requested from or approved and do not know what the budget related to this group looks like. (How the money will specifically be used.) I have sent an e-mail to Jennifer Husmann to request additional information.

Recommendation: I recommend that the Council consider the request and take action deemed appropriate by the City Council.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #17-__

Approving investment in Jones County Safe & Healthy Youth Coalition

WHEREAS, The City of Monticello has received a request for Jones County Safe & Healthy Youth Coalition to provide funding in the amount of \$2,000 to support a youth group (BEASTS, Being Excellent and Staying Totally Safe) with which the Coalition works, and

WHEREAS, The City has not provided funding to the Coalition in the past and this request is tied to the end of a grant previously received and utilized by the Coalition, and

WHEREAS, Any amount approved by the City Council would be included as a contribution to be paid from the FY '19 General Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the funding request of the Jones County Safe & Healthy Youth Coalition in the amount of \$2,000 for fiscal year 2019.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 18th day of December, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



Jones County Safe and Healthy Youth Coalition
110 S. Williams St.
Anamosa, Iowa 52205
(319) 462-4327 x202
www.jonescountycoalition.org

Sabrina Rogers, President

Monticello City Council
200 E. 1st St.
Monticello, IA 52310

November 15, 2017

Dear Monticello City Council,

We would like to say how thankful we are for your continued support of our Coalition efforts. This support makes our county an even healthier and safer place to live. The partnership of so many across the county helps us sustain these outcomes for our youth.

In the past 13 years, tremendous strides have been made in reducing youth substance use in Jones County. **More than half of our Juniors (52%) in high school were binge drinking regularly when the Coalition started, now less than 1 in 6 are (15%).** But this is still too many 16-17 year olds binge drinking. Since 2008, when we received a grant to also focus on other drugs most affecting our youth, **the tobacco use numbers have been cut by more than half (27% to 12%). Marijuana use is also down 5 percentage points (16% to 11%).** These are not just numbers-- they are our kids. Our story is about the kids who not only are surviving, but thriving. These kids quickly become adults with improved family relationships and the ability to work and provide for their families without addiction.

Help us keep the momentum going. Our primary source of funding ends September 30, 2018! We need your community's support to sustain our efforts. We are requesting \$2000 at this time to be used to continue our work with the county's youth through our youth advisory committee, BEASTS (Being Excellent and Staying Totally Safe). This group not only advises the Coalition on trends and ideas on what actions to take to meet the needs of youth, but they also create marketing campaigns for youth and participate in many other coalition activities. We also assist the student advocacy groups in each of the schools. We would like to come to one of your budget meetings to explain more about their work, our other Coalition work, and our needs for the future. In the long run, the preventative work of the Coalition saves money in our communities.

As the Coalition's Sustainability Task Force, please join us in supporting this life-saving work. We are striving to protect the most vital resource in our community, our youth. If you would like more information or to have a presentation at an upcoming meeting, please feel free to contact us or Jennifer Husmann at 319-462-4327 x202. We thank you again for your time and support.

Sincerely,

Steve Williams, Retired School Superintendent
Audrey Savage, Citizens State Bank President
Charlie Becker, Executive Director of Camp Courageous
Jon Zirkelbach, Jones County Board of Supervisors
Jim Johnson, Publisher and Owner of the Journal-Eureka

Engaging our communities in efforts to reduce substance abuse through creating and maintaining a safe and healthy environment for youth and adults in Jones County.

110 S. Williams St. Suite A | Anamosa, IA 52205 | 319.462.4327x202 | www.jonescountycoalition.org



Jones County Safe and Healthy Youth Coalition

Enhancing the Quality of Life in Jones County

Coalition Mission

Engaging our communities in efforts to reduce substance abuse through creating and maintaining a safe and healthy environment for youth and adults in Jones County.



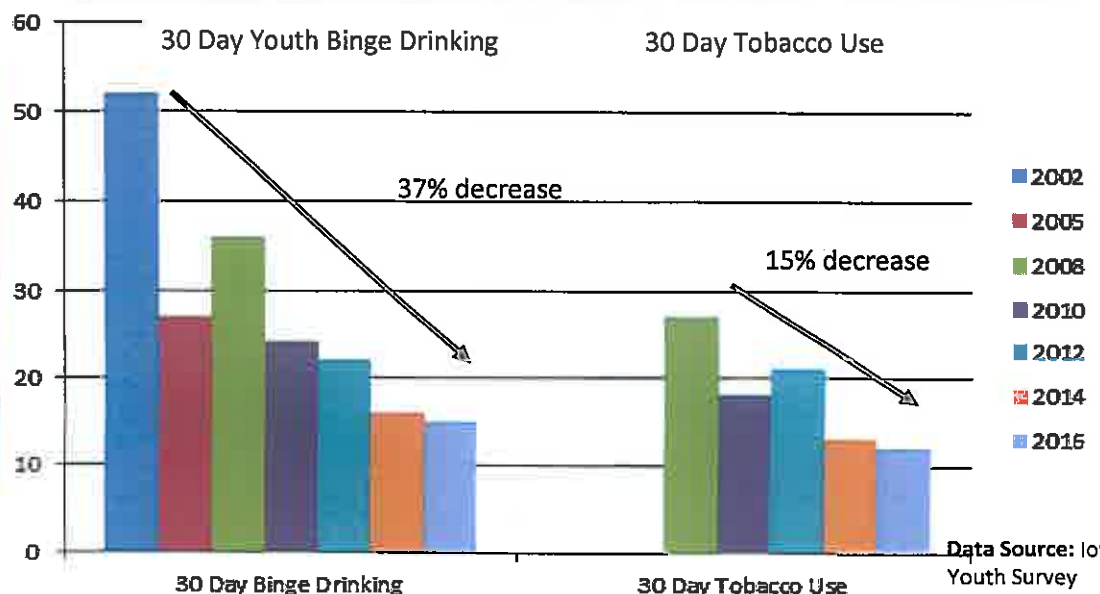
THE ISSUE

In response to tragedies and overwhelmingly high rates of underage drinking, the Jones County school districts began a project in 2004 that included community efforts to reduce underage drinking through coalition work.

Those efforts, which became the "Jones County Safe and Healthy Youth Coalition", have contributed to the decrease in underage drinking and youth marijuana use in Jones County. In 2008, the Coalition expanded its focus beyond alcohol to include marijuana and other drugs.

A few of our accomplishments...

- The Iowa Youth Survey (IYS) shows that from 2002 to 2016, reported binge drinking among Jones County 11th graders dropped 37 percentage points (52% down to 15%)! Tobacco use has also gone since 2008 down 15 percentage points (27% to 12%) See chart below.
- The IYS shows from 2008 to 2016, reported marijuana use among 11th graders is down 5 percentage points (from 16% to 11%). Prescription drug misuse remains at 6%.
- Education and advocacy for youth to County officials aiding in the passage of the Social Host Ordinance and the Underage Consumption Ordinance!
- Worked with Jones County Sheriff's Department to implement Responsible Beverage Service Training (TIPS), quarterly for "On" and "Off Premise" Businesses (Bars and Stores). Many communities are adopting an RBST ordinance.
- Worked with Monticello and Anamosa Police Departments to support, coordinate and increase alcohol compliance checks and rates in Jones Co.



Your help is needed!

Volunteer... Consider becoming involved in our Coalition efforts by joining us for lunch at our meetings on the second Wednesday of the month at 11:30 and/or joining committees in areas of your expertise.

Donate... It is vital to our organization to secure funding for actions that are not covered by our grants and towards future efforts to reduce substance abuse. In-kind donations of other items and services are also valuable to our work.

Support our partners... Many of our partners are doing prevention work every day through education and enforcement that help make our youth and community more safe and healthy.

Take a stand... Do what you can from where you are to support the goals of reducing substance abuse for youth and adults in Jones County.

Check out our website-

www.jonescountycoalition.org

Our Facebook page- www.facebook.com/jcshycoalition

Stop into our office or call us at the contact information below!

In 2018, the Jones County Drug Free Community Grant will end. Unless we can secure county support through existing and new county partnerships, the gains we have seen in our county will be threatened. The Coalition is the only entity of adults and youth working on this issue looking at changing the culture/environment related to substance abuse.

Employee marijuana use is associated with more absences, tardiness, accidents, workers' comp claims & turnover. Those testing positive for marijuana had 55% more accidents, 85% more injuries & 75% more absenteeism. 2015 National Institute on Drug Abuse, NIH, Research Report Series

We need to see an increase in an employable workforce by continuing the work of reducing substance abuse in Jones County!

Funds are needed to support coordination of effective activities to reduce substance abuse. Without your help in raising funds for the coalition efforts, the momentum gained on reducing underage drinking and other drug use in our county will be lost.

Jones Co. Safe & Healthy Youth Coalition's Partners

- ★ All School Districts in the county
- ★ All 3 Law Enforcement Agencies
- ★ Both Newspaper/Media Outlets
- ★ Many churches throughout the county
- ★ Many other County entities
- ★ Parents, youth, and more!



Representatives from these organizations and other individuals work together to reduce underage drinking and other substance abuse.



Contact

Jennifer Husmann
Project Coordinator
JCSHY Coalition
110 S Williams St. Suite A
Anamosa, Iowa 52205
Phone: 319-462-4327x202
Cell: 319-721-4463
Email: jhusmann@asac.us
EIN #45-3460055

Doug Herman

From: Jennifer Husmann <jhusmann@asac.us>
Sent: Thursday, December 14, 2017 5:20 PM
To: Doug Herman
Subject: RE: Funding Request

Hi Doug!

Yes, I would be more than happy to provide you more information. We did tie the request to the youth advisory group, BEASTS (again stands for Being Excellent and Staying Totally Safe—they named their own group in 2010), and also the work we do with the student advocacy groups at the schools as they are both very related to most of our coalition work. We have asked each of the towns in Jones County for funding. We asked Anamosa for the same amount as Monticello, \$2000, and we asked the smaller communities who are still incorporated for \$500 each. We have been receiving funding from the county for the past few years since our Strategic Prevention Framework--State Incentive Grant (SPF SIG) expired. That was the grant that we didn't request, but were awarded because of the county's high rate of underage drinking at the time and our high rate of adult binge drinking. The county funds are being used for programs related to recognizing the businesses who are doing a great job with alcohol sales including training, legal age checks, and compliance checks that had previously been covered with SPF SIG funds. The county provided \$3000 this year and we are going to ask for more yet for next year to cover other efforts and also try to help the county apply for a small grant of up to 33% matching funds for prevention from Iowa Department of Public Health if IDPH still offers that mini-grant in the spring. We are going to proportion our request to what we have heard other counties have been putting toward prevention efforts.

Since we sent the letters out a couple weeks ago, so far just one city, Martelle, has not only indicated in a memo that this will be annual funding, but already sent us a check for \$500 for this current year. I just received that yesterday and was so thankful! I will be making follow up calls to see if we can present at council meetings for those we do not hear from and even those we do!

Since our Drug Free Community (DFC) grant funding will be running out in September of 2018, we are looking to locally replace the funding for some of the work that we have been doing specifically with the youth through the DFC funding. Monticello's youth participation has been tremendous, not only with our Coalition county-wide youth advisory group, BEASTS, which is made up of a few youth from each school district, but also with the Coalition's marketing campaigns, state and regional events, assessment efforts, and other local community events. We have assisted in getting the SODA (Students Opposed to Drugs and Alcohol) group established at Monticello over the last several years by at first providing the stipend for a high school sponsor. Our sustainability plan with this was that overtime, the school would pay the sponsor instead of the Coalition and that happened a couple years ago. Todd Hospodarsky is the current high school sponsor of the Monticello SODA group and this year they have 40 students involved. The group has continued to grow and grow each year. Even if the sponsor leading the group changes, the school has that sponsor position funded so the group should continue on.

We assist the SODA group in planning many of their activities by attending some of their meetings. They have sent large groups of students (20 last year) to the Youth Substance Abuse Prevention Day on the Hill that our Coalition helps plan. The Coalition has helped the school district provide the school bus transportation to Des Moines. Last year, our own Cleo Sullivan was the youth speaker at the press conference in the Rotunda, and all the youth attend the youth training near the Capitol with other students from across the state. They are taking a large group again this year. The SODA group has had many students go to the regional Take Charge Leadership Conference in Cedar Rapids that the Coalition has helped pay for each year, with the Coalition sometimes assisting with transportation for it as well. The Coalition and BEASTS youth help plan this event too. There are currently 3 student leaders from Monticello on our BEASTS advisory

committee. Their responsibilities are to help increase membership in their own high school's student advocacy group and help design the youth marketing campaigns for the Coalition, as well as help with Coalition events.

Some of the ways they help increase their own high school's student advocacy group's capacity is to bring those campaigns and the opportunities to participate in the Coalition's events to their student advocacy groups. A couple marketing campaigns that the youth have designed include the "Be the Majority" campaign. You may have seen this series of posters around and a billboard on 151 South with this campaign that highlights how most youth are not using alcohol, marijuana, or prescription drugs. The kids are pictured in those posters and the photos were taken at the Fairgrounds, but we are careful to not have their faces showing to protect them from bullying, especially if they ever get in trouble for substance use. We learned this from experience. Recently they have started a new campaign called, "What's Your Natural High?" One of our Monticello girls is featured kayaking in Jones County in the first message of the series, "Find Your Freedom." We had a billboard on Old Business 151 in Monticello this fall for a couple months with that message. The kids also decided to buy water bottles in many colors that say, "What's Your Natural High?" on the top with a list of a bunch of fun activities to do instead of use drugs or drink alcohol. They helped us come up with the messages targeted to young adults that were on the recent graduation time yard/window signs distributed in Monticello and around the county and were also on "Frisbee-like" discs that we distributed out to campgrounds, parks, and canoe rental places in the county last summer. The message read, "Enjoy the Party!... Don't be a Party to Underage Drinking.... Thanks for being a responsible adult!" The youth both in BEASTS, and in the Monticello SODA group, help us distribute the signs, posters, water bottles, and "Frisbees". They help collect the registration sheets for the conferences and Day on the Hill. They have assisted with the different local Town Hall meetings, Listening Posts, and National Speakers we have had by being panelists, helping at the registration tables, collecting audience question cards. Last year we had one National Speaker at Monticello High School where Todd Hospodarsky and the youth were celebrated afterwards for their amazing work, along with Monticello law enforcement and many others. We try to move these Town Hall meetings and events around to the different communities in the county as much as possible.

We have often have had the same national speakers/trainers in Jones County who will the next day be the main speakers for the Take Charge conference. The student groups have helped us with planning by giving us valuable information about what is happening in their schools and communities related to alcohol, tobacco and other drugs so that we can implement logical action steps that truly make a difference. The assessments have been in the forms pen and pencil or computer surveys, environmental scans, and focus groups. The kids have also assisted with fundraisers for the Coalition, helped with booths at health fairs, career fairs, and community nights and they have participated in service activities for their schools and community. In February we are hosting a Gala at the Monticello Community Room that will include the BEASTS and hopefully some SODA kids serving food and other responsibilities.

Below is part of this current year's budget, but we have not really developed a budget for next year yet. There is a smaller and shorter term grant that just came up we are in the process of writing that will deal with youth meth and prescription drug prevention. We will not find out if we get it until the end of May. We hope another smaller grant focused on underage drinking will be released late this spring, but it hasn't the past 2 years so we cannot count on that and even if we do, the chances are not great that we would receive it.

Here is what we are hoping for with our city requests: If we would get everything we requested, we would have \$7000 for the BEASTS and student advocacy group work. The current year's budget related to youth, besides the staff time, includes:

\$300 for the Day on the Hill (DOTH), \$2000 that we have paid to bring National Speakers/Trainers for both youth and adults, \$2000 for the Positive Community Norms Campaigns that I described above, \$750 that we put towards other expenses for the Take Charge Conference (space, food for the kids, t-shirts and printing). None of this happens without staff time to plan and coordinate this work. That could easily eat up another \$2000+. I can get more specific on staff expenses at a later time when we find out if we get the smaller grant I am writing currently and if the other grant is even released.

Travel - DOTH	\$300.00
General Office Supplies	\$200.00
Program Supplies - orientatio	\$100.00
Supplies: Membership apprex	\$166.00
Contract: Trng	\$2,000.00
Contract: Janitorial	\$206.00
Contract: Patrol for fair	\$2,000.00
Other: Positive Norms Campa	\$2,000.00
Other: Signage (T2T)	\$200.00
Other: Near Peer Campaign	\$2,500.00
Other: Take Charge	750
Other: Phone/Internet	1308
Other: Postage	\$250.00
Other: Printing/Copying	\$360.00

I hope this information is helpful and easy to understand. Again, I would be more than happy to bring some students and adults to present at the Council meeting and bring visuals of the campaigns to remind everyone of some of the work that we do, besides all our education and policy work.

Thank you so much!



Jennifer Husmann, ACPS
Project Coordinator, ASAC
319 462.4327 ext. 202



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From: Doug Herman [mailto:dherman@ci.monticello.ia.us]
Sent: Thursday, December 14, 2017 10:54 AM
To: Jennifer Husmann
Subject: RE: Funding Request

Jennifer:

Can you provide any further information related to the request for \$2000 in funding. If I read the request correctly, the request is specifically tied to the youth group (BEASTS). Who else has been asked for funding and who else has committed funding. What is the participation level of Monticello youth in this group? What connection does the youth group have to Monticello? (events, etc.) Is there a budget for BEASTS that shows the expected revenues and expenses of the group?

I shared your request with the Council last meeting as a report and have it on Monday's agenda for further consideration.

Thanks for any further input.

Douglas D. Herman

City Council Meeting
Prep. Date: 12/14/17
Preparer: Doug Herman



Agenda Item: # 2
Agenda Date: 12/04/17

Communication Page

Agenda Items Description: Resolution to approve \$125.00 Credit against Henry Bemrose final utility account.

Type of Action Requested: Motion; **Resolution;** Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Letter from Nick Strittmatter (Estate Atty.)

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Water Operating

\$125.00 credit request

Synopsis: Nick Strittmatter, attorney for Estate of Henry Bemrose, requests \$125 credit against Bemrose final utility account.

Background Information: Henry was found deceased in his home approximately one week after he passed. It appears that when he passed his shower was running and ran continuously until he was found. A normal monthly bill for Henry was approximately \$30.00 to \$35/month (all utilities) and the bill against which a credit has been requested is approximately \$241.76.

The City policy with regard to water/sewer credits does not authorize a credit when water enters the sanitary sewer. However, I am sure the Council did not contemplate circumstances such as this when approving the policy, so if the Council granted a credit in this set of circumstances I don't believe it would require a modification of the current policy, just a recognition of the unique and unfortunate circumstances of this event.

Recommendation: I recommend that the Council consider the request and take action deemed appropriate by the City Council.

STRITTMATTER LAW FIRM

Attorneys at Law

Founded 1904

123 East First Street

P.O. Box 229

Monticello, Iowa 52310

John J. Locher (1877-1967)

Simon E. Locher (1911-1985)

Stephen E. Locher (1948-1994)

Nick Strittmatter

A.N. Strittmatter (1919-2010)

Phone (319) 465-3531 Fax (319) 465-6662

December 1, 2017

City of Monticello
Water Department
City Hall
Monticello, IA 52310

RE: Henry L. Bemrose
125 North Sycamore Street
Monticello, IA 52310

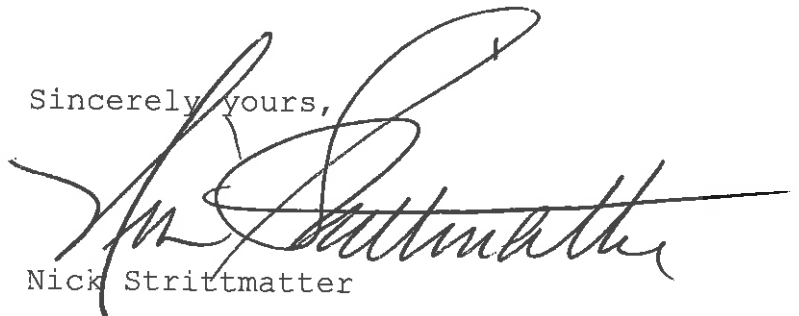
Dear Water Department:

I am writing you as the Executor of the Henry L. Bemrose estate. Henry died about one month ago. He had not been at the Eagles Club for a few days which was unlike him. A friend from the Eagles called the police to do a welfare check and found that Henry had died in his bathroom about a week prior. Henry's shower was running when the police found him. As a result, a good deal of water ran through the shower during the week that Henry was deceased and prior to him being discovered. Henry's normal water bill was about \$30 to \$35 a month. I am informed that the water bill for last month is about \$240.

Given the unique circumstances attending Henry's death, I am requesting some consideration from the City to discount Henry's water bill. I would request that the estate pay \$125 which would be about half of the existing bill. I am appreciative of your consideration.

Thank you very kindly.

Sincerely yours,



Nick Strittmatter

NS/vm

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #17-

Approving \$125.00 credit against Henry Bemrose final utility account

WHEREAS, The City of Monticello has received a request for a credit against the final utility account of Henry Bemrose who was found deceased in his apartment in early November, 2017, and

WHEREAS, The Council finds that the water usage at the Bemrose property far exceeded its' normal use due to the fact that at the time of Henry's passing his shower was running and ran for approximately one-week after he passed before he was found, and

WHEREAS, The Council finds that the issuance of a credit in these circumstances is **appropriate / is not appropriate** (*Pick one Option*), and thereby **approves a credit in the amount of \$_____ / denies the request for a credit.** (*Pick one option*)

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby (approve / deny).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th day of December, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
Prep. Date: 12/14/17
Preparer: Doug Herman



Agenda Item: # **3**
Agenda Date: 12/18/17

Communication Page

Agenda Items Description: Resolution to approve B & J Hauling and Excavating pay request #4 in the amount of \$4,562.28 and Change Order #2 related to 10 T Hangar grading and paving project.

Type of Action Requested: Motion; **Resolution**; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Resolution

Pay Estimate/Request #4 / C.O. #2

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Airport Cap. Project

\$4,562.28

Synopsis: Approval of B & J Excavating Pay Request #4 and Change Order #2.
(Finalization of project payments.)

Background Information: B & J Excavating was hired to perform grading and concrete work, with IDOT Aviation Grant assistance, at the Airport in anticipation of FAA AIP grant assisted hangar project next year.

Pay request #4 results in a final payment of \$4,562.28. The Change Order is connected to final quantity reconciliation. The project ended up exceeding the original bid amount by \$13,586.41 due to soil issues found during construction that required significant additional placement of rock. (Subgrade Stabilization Material)

All lien waivers have been received and fertilization has been completed.

The Council previously authorized payment of retainage to B&J Excavating after the application of fertilizer by Resolution 17-05. (\$3,371.28) Payment was not made at that time due to the fact that we were waiting for fertilizer application. Also, at that time the engineer had not completed a reconciliation of final quantities which has now been accomplished. The reconciliation resulted in additional sums being due, above and beyond the payment of the retainage.

Recommendation: I recommend that the Council approve Pay Request #4 and Change Order #2, resulting in a final payment to B & J Hauling & Excavation in the amount of \$4,562.28.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #17-__

To approve B & J Hauling and Excavating pay request #4 in the amount of \$4,562.28 and Change Order #2 related to the Ten-T Hangar Grading and Paving project.

WHEREAS, B & J Hauling and Excavating contracted with the City to perform specified improvements associated with the Airport Hangar grading and paving project, and

WHEREAS, B & J Hauling and Excavating has now satisfactorily completed the project, completing the final two tasks: Application of Fertilizer to grass areas and submission of necessary lien waivers, and

WHEREAS, The Change Order #2 is tied to increased quantities of subgrade stabilization material necessitated by poor soil conditions found in some areas under the intended Hangar, and

WHEREAS, The City Engineer performed a quantity reconciliation, resulting in a final sum due B & J in the amount of \$4,562.28, and

WHEREAS, The Council finds that it previously approved payment of retainage to B&J by Resolution 17-05 in the amount of \$3,371.28 on 9/18/2017, that said payment has not been made, said approval happening before application of fertilizer and final quantity reconciliations, and that this Resolution shall supersede Resolution 17-05 and payment made consistent herewith, and

WHEREAS, The City Engineer recommends approval of the Final Pay Request #4 and Change Order #2 and the Council finds that same should be approved.

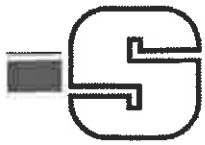
NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve B & J Hauling and Excavating Pay Request #4 in the amount of \$4,562.28 and Change Order #2, related to the 2016 Ten-T Hangar Grading and Paving project.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 18th day of September, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk



September 14, 2017

Mr. Doug Herman, City Administrator
City of Monticello, Iowa
200 East 1st Street
Monticello, IA 52310

Subject: Pay Estimate #4 and Change Order #2
2016 Grading & Apron Extension for Future 10-Unit Hanger Project
Snyder & Associates Project # - 115.0956.08
Contractor: B & J Hauling & Excavating, Inc.

Dear Council:

Enclosed for your review and approval is Pay Estimate #4 and Change Order #2 (Reconciliation of Final Quantities) from B & J Hauling & Excavating, Inc. for the project referenced. We have reviewed the pay estimate and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Estimate #4 and Change Order #2 in the amount of **\$4,562.28** to B & J Hauling & Excavating, Inc. This recommendation is conditional on the contractor providing appropriate close out documentation to the City (lien waivers) and fulfilling the fertilizing efforts as agreed with City staff.

We have reviewed the work completed with the City and find that the project is in conformance with the plans, specifications and other project documents. The total project cost including all change orders is \$194,255.07, which is an increase of \$13,586.41 to the original contract. The majority of this increase of cost is the use of subgrade stabilization material necessary for poor subgrade encountered in isolated areas.

If you have any questions or comments regarding this project, please feel free to contact me

Sincerely,

SNYDER & ASSOCIATES, INC.

Troy A. Culver, P.E.
Project Manager

Encl. Pay Estimate #4 and Change Order #2

Cc: Brian Monk, B & J Hauling & Excavating, Inc.

PAY ESTIMATE #4

2016 Grading & Apron Extension for Future 10-Unit Hangar Project
115,0956.08
City of Monticello
9/14/2017

Item No.	Item Code	Description	Est. Qty.	Unit	Contract Amount		Completed to Date		Completed This Period	
					Unit Price	Extended Amount	Qty	\$ Amount	Qty	\$ Amount
1	S-100-2.1	Mobilization	1	LS	\$18,450.00	\$ 18,450.00	1.00	\$ 18,450.00	-	-
2	P-152-4.1	Unclassified Excavation	2,406	CY	\$ 4.50	\$ 10,827.00	2,406.00	\$ 10,827.00	-	-
3	P-154-5.1	Subbase Course	1,645	SY	\$ 3.53	\$ 5,806.85	1,645.00	\$ 5,806.85	-	-
4	P-156-5.1	Installation and Removal of Silt Fence	550	LF	\$ 2.50	\$ 1,375.00	550.00	\$ 1,375.00	-	-
5	P-156-5.2	Installation and Removal of Inlet Protection	3	EA	\$ 75.00	\$ 225.00	3.00	\$ 225.00	-	-
6	P-601-5.1	PCC Pavement	1,290	SY	\$ 36.05	\$ 46,504.50	1,290.00	\$ 46,504.50	-	-
7	D-701-5.1	15-Inch RCP	315	LF	\$ 36.90	\$ 11,623.50	315.00	\$ 11,623.50	-	-
8	D-705-5.4	6-inch PVC Subdrain, Complete	1,010	LF	\$ 10.41	\$ 10,514.10	1,102.00	\$ 11,471.82	-	-
9	D-795-1.5	Subdrain Cleanout	4	EA	\$ 792.81	\$ 3,171.24	4.00	\$ 3,171.24	-	-
10	D-751-5.1	Manholes	1	EA	\$ 2,436.08	\$ 2,436.08	1.00	\$ 2,436.08	-	-
11	D-751-5.2	Catch Basins	3	EA	\$ 2,235.68	\$ 6,707.04	3.00	\$ 6,707.04	-	-
12	T-901-5.1	Seeding	1.6	AC	\$ 1,100.00	\$ 1,760.00	1.14	\$ 1,254.00	0.11	\$ 121.00
13	T-905-5.1	Topsoiling	1,800	CY	\$ 5.00	\$ 9,000.00	1,800.00	\$ 9,000.00	-	-
14	T-908-5.1	Mulching	1.6	AC	\$ 1,000.00	\$ 1,600.00	1.60	\$ 1,600.00	0.57	\$ 570.00
15	68-00	Construction Survey	1	LS	\$ 2,300.00	\$ 2,300.00	1.00	\$ 2,300.00	-	-
					\$132,300.31	\$ 132,752.03				

Alternate Bid A										
3	P-153-5.1	Subbase Course	1,345	SY	\$ 3.53	\$ 4,747.85	1,345.00	\$ 4,747.85		
6	P-601-5.1	Division 2 PCC Pavement	1,210	SY	\$ 36.05	\$ 43,620.50	1,210.00	\$ 43,620.50		
					\$48,368.35	\$48,368.35			\$0.00	

Change Orders										
CO1-1		3" Road Rock - Macadam	1658.42	Tons	\$ 7.92	\$ 13,134.69	1,658.42	\$ 13,134.69	-	-
					\$13,134.69	\$13,134.69			\$0.00	

Totals										
Total Value of Completed Work									\$	132,752.03
Alternate Bid									\$	48,368.35
Change Orders									\$	13,134.69
Retainage									\$	-
Amount Due to Contractor									\$	194,255.07
Less Previous Payments									\$	189,692.79
Amount Due This Invoice									\$	4,562.28

Approvals Required:

Contractor Approval: B&J Hauling & Excavating

Date



Engineer Approval: Snyder & Associates, Inc.

9/14/2017

Date

Owner Approval: City of Monticello

Date

Change Order No. Two (2) - Final
Pem CD-1 - Reconciliation of Final Quantities
City of Monticello, IA
2013 Grading & Apron Extension for Future 10-Unit Hanger Project
09/14/2017

Item No.	Description	Estimated & Bid Quantities	Unit	Unit Price	Final Quantity	Final Cost	Quantity Change	Cost Change
BASE BID								
1.	Mobilization	1	LS	\$ \$18,450.00	1.00	\$ 18,450.00	0.00	\$ 0.00
2.	Unclassified Excavation	2,408	CY	\$ \$4.50	2,408.00	\$ 10,827.00	0.00	\$ 0.00
3.	Subbase Course	1,645	SY	\$ \$3.53	1,645.00	\$ 5,806.85	0.00	\$ 0.00
4.	Installation and Removal of Silt Fence	550	LF	\$ \$2.50	550.00	\$ 1,375.00	0.00	\$ 0.00
5.	Installation and Removal of Inlet Protection	3	EA	\$ \$75.00	3.00	\$ 225.00	0.00	\$ 0.00
6.	PCG Pavement	1,280	SY	\$ \$36.05	1,280.00	\$ 46,504.50	0.00	\$ 0.00
7.	15-inch RCP	315	LF	\$ \$36.80	315.00	\$ 11,623.50	0.00	\$ 0.00
8.	6-inch PVC Subdrain, Complete	1,010	LF	\$ \$10.41	1,102.00	\$ 11,471.82	92.00	\$ 957.72
9.	Subdrain Cleanout	4	EA	\$ \$792.81	4.00	\$ 3,171.24	0.00	\$ 0.00
10.	Manholes	1	EA	\$ \$2,438.08	1.00	\$ 2,438.08	0.00	\$ 0.00
11.	Catch Basins	3	EA	\$ \$2,295.66	3.00	\$ 6,707.04	0.00	\$ 0.00
12.	Seeding	2	AC	\$ \$1,190.00	1.14	\$ 1,254.00	-0.43	\$ -505.00
13.	Topsoiling	1,800	CY	\$ \$5.00	1,800.00	\$ 9,000.00	0.00	\$ 0.00
14.	Mulching	2	AC	\$ \$1,000.00	1.80	\$ 1,600.00	0.00	\$ 0.00
15.	Construction Survey	1	LS	\$ \$2,300.00	1.00	\$ 2,300.00	0.00	\$ 0.00
TOTAL - BASE BID						\$ 132,762.03		\$ 451.72
ALTERNATE BID A								
3.	Subbase Course	1345.00	SY	\$ 3.53	1,345.00	\$ 4,747.85	0.00	\$ 0
6.	Division 2 PCG Pavement	1210.00	SY	\$ 36.05	1,210.00	\$ 43,620.50	0.00	\$ 0
TOTAL - ALTERNATE BID A						\$ 48,368.35		\$ 0.00
CHANGE ORDER NO. 1								
C1-1.	3" Road Rook - Macadam	1,898.42	TON	\$ \$7.92	1,898.42	\$ 13,134.69	0.00	\$ -
TOTAL - CHANGE ORDER NO. 1						\$ 13,134.69		\$ -

Reconciled Cost Total for Base Bid, Alternate Bid A and Change Orders No. 1 **\$ 194,255.07** **\$ 451.72**

The change described herein is understood, and the terms of settlement are hereby agreed to:

By: _____ Date: 09/14/2017
 Engineer - Snyder & Associates, Inc. (approval recommended)

By: _____ Date: _____
 Contractor - B & J Hauling & Excavating, Inc.

By: _____ Date: _____
 Owner - City of Monticello

City Council Meeting
Prep. Date: 12/14/17
Preparer: Doug Herman



Agenda Item: # 4
Agenda Date: 12/18/17

Communication Page

Agenda Items Description: Resolution to approve repairs to Street Sweeper.

Type of Action Requested: Motion; **Resolution;** Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Resolution

Repair Estimate

Brant LaGrange Email Recommendation

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Streets – Equip. Repair

\$10,000 +/-

Synopsis: Approval of Street Sweeper Repairs.

Background Information: Brant has seen to the repair of known repair items to the Street Sweeper and additional deficiencies were noted by Mid-Iowa Waste. (Repair shop)

The intended repairs already underway total right at \$4,229.30. While at the shop additional repairs totaling approximately \$10,310.60 were identified. Brant has asked Mid-Iowa for a line by line break down of the proposed repairs and if I do not have it in time for the packet he will bring it on Monday. Brant is of the opinion that some of the work needs to be done and some of the work could potentially wait. The Street Sweeper is a 2006 model and is in overall good condition. The repairs are being performed in Johnston, Iowa, and it makes sense to have all necessary and desirable repairs done at the same time to avoid unnecessary trips.

Recommendation: I recommend that the Council consider the proposed repairs, after further explanation from Brant, and approve those repairs deemed necessary and appropriate.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #17-__

Approving Repairs to Street Sweeper

WHEREAS, The City of Monticello street sweeper is in need of and/or would benefit from various repairs, and

WHEREAS, The Public Works Director has reviewed the proposed repairs with the City Council and has made certain recommendations to the Council, and

WHEREAS, The Council finds it appropriate and in the best interests of the City to take care of the Street Sweeper and further finds that the repairs proposed by Public Works Director, as noted on the attached quotation should be made.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the repairs to the City of Monticello Street Sweeper as proposed herein and authorizes the PW Director to see to the completion of same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 18th day of December, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



Mid-Iowa Solid Waste Equipment Co., Inc.
5105 NW Beaver Drive
Johnston, Iowa 50131
515-276-3352
Fax 515-276-2976
Toll Free 800-733-8731

QUOTE

Quote # JMHQ2799

Date 12/12/17

Sales Rep. John

This quote good for 30 days,
subject to surcharges

Helping you clean your Planet since 1975

Quote To:

Ship To:

Wayne Yousse
City of Monticello
200 East First St
Monticello, IA 52310

Qty	Description	Unit Price	Ext. Price
1	Quote per JMHQ2780 to repair Tymco 600, S/N 200605SNP60766BAH. Reported problem - Suction inlet housing was rust damaged and inlet liner was worn out. The technician will remove the suction tube assembly. Damaged steel will be cut away from the base of the inlet housing. New steel will be welded in place and will be painted. The worn inlet liner will be removed and will be replaced with new. A new inlet wear assembly will be installed. The suction tube assembly will be re-installed and operation will be checked.	\$4,229.30	\$4,229.30
	During inspection in our shop the technician found the pickup head skid guards and skids were heavily worn. The blower wheel and liner also showed excessive wear. The curtains were worn out, the BAH Broom spindle & control arm were damaged and a gutter broom motor was leaking. The hand hose port cover on the rear of the body was rust damaged. The bad parts will be replaced with new, a new hose port cover will be fabricated, painted and installed, and operation will be checked. Repair is recommended to help with the proper operation of the sweeper and to help prevent further damage.		
20	Labor	\$136.00	\$2,720.00
1	Blast Orifice Skid Guard LH	\$47.07	\$47.07
1	Blast Orifice Skid Guard RH	\$47.07	\$47.07
1	Blower Wheel Assy	\$3,596.60	\$3,596.60
1	Blower Liner	\$1,419.09	\$1,419.09
2	BAH Skid Plate Assembly	\$661.07	\$1,322.14
1	Motor, Gutter Broom	\$602.17	\$602.17
1	Curtain Set BAH	\$370.76	\$370.76
1	Bronze Bearing Hub-BAH Broom	\$74.10	\$74.10
1	Misc Hardware	\$1.00	\$1.00
1	Spindle - BAH Broom	\$83.02	\$83.02
1	Control Arm - BAH Broom	\$8.80	\$8.80
1	Misc Steel	\$2.62	\$2.62

Qty	Description	Unit Price	Ext. Price
1	Paint	\$16.15	\$16.15

Note: Quote does not include any other repairs.

Note: Freight is not included in this quote.

SubTotal	\$14,539.89
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$14,539.89

Sincerely,

John Hurley

Doug Herman

To: blagrange
Subject: RE: Tymco Repair Quote

From: blagrange
Sent: Thursday, December 14, 2017 4:14 PM
To: Doug Herman <dherman@ci.monticello.ia.us>
Subject: RE: Tymco Repair Quote

The beginning section has been repaired (\$4200) the liner on hopper. Additionally, I would like to repair everything but the Motor, Gutter broom. We don't use the street side gutter broom.

With that said, Mid-Iowa also said the Blower Wheel Assembly could be put off until a future date. Unless something physically fails, motor, bearing, etc. the sweeper will still operate. Not doing the repairs lessens the efficiency of the sweeper (multiple passes to clean same area fully).

The only other thing to note is that if/when the Blower Wheel Assembly goes out it could potentially do damage elsewhere on head.

Brant

City Council Meeting
Prep. Date: 12/14/2017
Preparer: Doug Herman



Agenda Item: 5
Agenda Date: 12/18/17

Communication Page

Agenda Items Description: Resolution to approve Contract for Commercial Dumpster Unit Collection Services.

Type of Action Requested: Motion; **Resolution**; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Resolution
Proposed Agreement
Letter Re: Recycling

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

n/a

Sanitation

n/a

n/a

Synopsis: Republic proposes the total replacement of rear load dumpsters in Monticello with front load dumpsters to be owned by Republic and desires a contract extension in return for that investment.

Background Information: The City contracted with Republic in late 2015 for most commercial dumpster collection in town. Monticello has always been a rear load collection system with the dumpsters all being privately owned. From a safety standpoint Republic much prefers a front load collection system and is willing, with a contract extension, to provide dumpsters throughout the community. A great number of the privately owned dumpsters in town are in disrepair; the provision of dumpsters would be of benefit to those that have an older dumpster that is in need of repair or replacement. Republic may be interested in buying a number of rear load dumpsters if they are newer and in good condition. With regard to older dumpsters Republic would agree to take them and dispose of them appropriately, or, the City could collect them, sell those that may have remaining value, and scrap those that do not.

At times, not at all regular, the City Truck will pick up a rear load dumpster when there is an unexpected filling of the dumpster or on occasion when one gets missed. We cannot dump front load dumpsters.

The current agreement runs through November 30, 2020. The extension would take the contract through December 31, 2014. The cost per yard is proposed to increase at the rate of 3% per year.

If the Council does not agree to the newly proposed agreement Republic will continue to collect the rear load dumpsters but will require those in need of repair or replacement to be repaired and/or replaced as the case may be. It has been reported that up to 50% of the dumpsters are in need of repair or replacement.

Note on Recycling: I sent letters out to Roling, Wapsi Waste, and Republic with regard to Council considerations associated with Recycling. A copy of my letter is attached hereto. Republic advises that the Commercial Dumpster Collection proposal stands alone and is not tied to their recycling proposal. I hope to keep pushing on the recycling front so that the Council is in a position to make a decision by no later than the 1st meeting in February.

Staff Recommendation: I recommend that the Council consider the proposal and determine if the proposed agreement, and extension with Republic owned dumpsters, is in the best interests of the community and the City and/or if additional information is desired.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #17-__

Approving Contract for Commercial Dumpster Unit Collection & Disposal Services

WHEREAS, The City Council previously directed the City Administrator to investigate the negatives, positives, and costs associated with contracting or “privatizing” some portion of the sanitation collection process, and

WHEREAS, The Council by Resolution 15-88 approved of a contract between the City of Monticello and BFI Waste Services, LLC, d/b/a Republic Services of Dubuque, and

WHEREAS, Republic desires to replace all privately owned rear load dumpsters in Monticello with Republic owned front load dumpsters and due to the investment required to do so requests the entry into a new agreement, with the same terms and provisions as the current agreement but for an extension of four (4) years taking the agreement through December 31, 2024, with a 3% price increase per year as noted within the Contract, and

WHEREAS, The Council has considered the proposal and finds that the provision and maintenance of dumpsters owned by Republic, as opposed to private ownership and maintenance is valuable and justifies the requested four (4) year extension..

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Contract for Solid Waste Commercial Dumpster Unit Collection Services between the City of Monticello and Allied Waste Management Services of Dubuque, d/b/a Republic Services of Dubuque, and authorizes the Mayor to execute the same on behalf of the City of Monticello.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 18th day of December, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

**CONTRACT FOR SOLID WASTE COMMERCIAL DUMPSTER UNIT COLLECTION
& DISPOSAL SERVICES**

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL (this "Contract"), is made and entered into effective as of the ____ day of _____ 2017 (the "Effective Date"), by and between the City of Monticello, Iowa, a political subdivision of the State of Iowa, acting by and through its Mayor and Council, (the "City") and BFI Waste Services LLC d/b/a Republic Services of Dubuque, 15034 Depot Ridge Rd Peosta, IA ("Contractor").

RECITALS:

WHEREAS, City desires for Contractor to provide commercial solid waste collection and disposal services within the City and to perform such work as may be incidental thereto.

WHEREAS, Contractor agrees to collect and dispose of Commercial Dumpster solid waste in accordance with the terms of this Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive solid waste collection, disposal franchise, license, and privilege within the territorial jurisdiction of the City for its Commercial Dumpster Units. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents.
2. The term of this Contract shall begin on Jan 1, 2018 and continue through Dec 31, 2024. This Contract may be further extended upon mutual written agreement of City and Contractor.
3. The contract documents include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - (a) This instrument;
 - (b) Exhibit A – General Specifications;
 - (c) Exhibit B – Insurance Requirements
 - (d) Exhibit C – Contractor's Pricing; and
 - (e) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
4. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

CITY OF MONTICELLO, IA

By: _____

Name: _____

Its: _____

BFI WASTE SERVICES LLC D/B/A
REPUBLIC SERVICES OF DUBUQUE

By: _____

Name: _____

Its: _____

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the Carts or Containers.
- 1.02 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) lbs. in weight.
- 1.03 Cart – A receptacle constructed of fiberglass or plastic with a volume of 35, 65 or 95 gallons and designed to be used in automated dump service on a collection vehicle.
- 1.04 City Facilities – Those specific municipal locations owned and operated by the city.
- 1.05 Commercial and Industrial Unit – All commercial, institutional, or industrial premises, locations or entities, public or private, requiring waste material collection within the corporate limits of City.
- 1.06 Commercial and Industrial Refuse – All Bulky Waste, Garbage, and Rubbish generated by a Producer at a Commercial and Industrial Unit.
- 1.07 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.08 Container for Recycling – A receptacle that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting.
- 1.09 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.
- 1.10 Dumpster – A steel container ranging in size from 2 to 8 cubic yards sufficient to handle City Facilities solid waste.
- 1.11 Excluded Waste – Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 1.12 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

- 1.13 Hazardous Waste – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.14 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.15 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.17 Producer – An operator or occupant of a Residential Unit who generates Garbage, Bulky Waste, Recyclable Material or Rubbish.
- 1.18 Recyclable Material - The following items are classified as Recyclable Materials under this Contract:
- Cans: Clean aluminum, tin/steel containers.
Newspaper: Clean, dry, unsoiled newspaper.
Plastic: PETE & HDPE containers (milk jugs & soft drink containers)
- 1.19 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.20 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.21 Special Waste – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
(b) waste generated by an industrial process or a pollution control process;
(c) waste which may contain free liquids;

- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
- (j) filter cake sludge wastes from waste water treatment processes;
- (k) wastes containing any regulated polychlorinated biphenyls; and,
- (l) ash, sludge, tires and powders.

- 1.22 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.23 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish Material) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.24 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

2.0 SCOPE OF WORK

- 2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport Waste Material from Commercial Dumpster Units within the City to an appropriate Disposal Site. The work shall specifically include the following:
 - 2.01.1 Commercial Trash Collection. Contractor shall be the sole provider of commercial dumpster trash collection within the city of Monticello. Customers shall provide their own *Rear Load* container for collection of material. Contractor will supply front load containers to commercial customers. All supplied containers will remain the property of Contractor.
- 2.02 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste materials.
- 2.03 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after sunset on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 2.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

- 2.05 Complaints – All complaints shall be made directly to the Contractor through the City and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.
- 2.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 2.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.
- 2.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 2.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at the Jones County Transfer Station. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 2.10 Notification – The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 2.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 2.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage

3.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 3.01 Waste Collection, Disposal Rates and Delivery fees. The prices to be paid by the City for the collection and disposal of Waste Material collection shall be as shown on Exhibit C, and adjusted as set forth therein.
- 3.02 Additional Costs and Charges

- 3.02.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).
- 3.02.2 No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.
- 3.03 Modification to Rates
- 3.03.1 Petitions. The Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City, which shall not be unreasonably withheld.
- 3.04 City to Act as Collector – The City shall submit statements to and collect from all Commercial Dumpster Units for services provided by the Contractor pursuant to this Contract, including those such accounts that are delinquent.
- 3.05 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Commercial Dumpster Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuation of service at any location at the direction of the City.
- 3.06 Contractor Billings to City. The Contractor shall bill the City for all collection and disposal services rendered to Commercial Dumpster Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Commercial Dumpster Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.
- 3.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

5.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6.0 RISK ALLOCATION AND INDEMNITY

6.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

6.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

6.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container / dumpster of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect from the generator the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

7.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

8.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

9.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

10.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Commercial Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Commercial Units covered by this Contract.

11.0 TITLE TO WASTE

Title to Waste Material shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. In the event of a second breach of the same general variety within 6 months City shall give written notice of such breach to the Contractor along with at least thirty (15) days (the "cure period") to correct such breach. Upon a 3rd breach in a 6 month period City may terminate this Contract if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

12.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

13.0 CONTRACTOR'S PROPERTY

All Carts, Containers, Dumpsters, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

14.0 INSURANCE

Contractor shall maintain during the term of the Contract insurance coverage of the types and limits set forth in Exhibit B.

15.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Commercial Dumpster Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Commercial Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16.0 MISCELLANEOUS TERMS

16.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the Carts, Dumpsters or Containers, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, unless damage is caused by contractors negligence.

16.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.

16.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City, except as otherwise provided in the contract documents.

16.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

16.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.

16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

Exhibit B
Insurance Requirements

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

Exhibit C
Contractor's Pricing

Commercial Trash Rates

Price per yard calculated as follows

(Container size) x (Days per week) x 4.33

January 1, 2018- December 31st 2018	\$5.46 per yard
January 1, 2019- December 31st 2019	\$5.63 per yard
January 1, 2020- December 31st 2020	\$5.80 per yard
January 1, 2021- December 31st 2021	\$5.98 per yard
January 1, 2022- December 31st 2022	\$6.15 per yard
January 1, 2023- December 31st 2023	\$6.33 per yard
January 1, 2024- December 31st 2024	\$6.52 per yard

Additional Temporary Commercial Dumpsters will be available for rental to businesses, the pricing and terms of those rentals are outside the scope of this agreement and will be negotiated with the individual customers directly.



CITY OF MONTICELLO

200 E. First St.
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

Equal Opportunity Employer - Fair Housing City

To: Potential Recycling Contractor

From: City of Monticello

Date: December 13, 2017

Re: Residential Curbside Recycling

The City of Monticello has required curbside recycling throughout the Community for many years. Throughout our history of curbside recycling we have never provided containers to our residents and have allowed them to utilize whatever container(s) they deemed appropriate. While our residents generally do a good job recycling the City Council believes that we would see an increase in recycling if containers were provided to the residents. Our current contractor, Roling Sanitation, has done a great job for many years taking over for Bacon Recycling who also did a good job for the City. Our agreement with Roling ends on May 31, 2018.

If you have any interest in collecting the residential recycling waste and providing quality 65 gallon carts for approximately 1,500 homes please respond to the following questions.¹

1. Are you willing and able to provide 65 gallon carts to approximately 1,500 properties in Monticello. (The Council has indicated that the provision of carts to residents at no cost to the resident or the City will be required.)
2. Can all recycling materials be comingled?
3. Are you willing to collect recycling that is put out for collection that is not in a provided cart. (Some residents or downtown properties may choose to not use containers.)
4. Will you collect and actually recycle glass? (What types of glass?)
5. Do you collect waste oil, antifreeze, paint, fluorescent bulbs, etc., in other communities? Do you see a demand for the collection of these items? Other thoughts on the collection of these items?

¹ Downtown commercial storefronts would likely be included with the residential properties in Monticello. Collection would not include larger commercial, industrial customers or those that use dumpsters for the collection of recycling.

6. Do you collect appliances, other metals like bikes, lawn furniture, etc. Do you believe that there is a demand for the collection of these items?
7. As best as you can, please describe what you deem to be recycling waste that would normally be collected? Many items are marked with the "Recycling Symbol" but I understand that most collectors of recycling do not want to collect all items. In essence, some items identified as recyclable by the manufacturer of the item are not deemed to be desirable materials by the collector of the recycling or the recycling marketplace. I believe these questions are most directly tied to plastics recycling, however, if tied to paper, cardboard, or glass please advise. (T-Shirt style grocery, Wal-Mart, Target, type bags for example?)

Please let me know whether you have interest, feedback, or comments in writing on or before Friday, December 22nd

Sincerely yours,



Douglas D. Herman

Monticello City Administrator

Roling Sanitation
2214 210th Street
P.O. Box 372
Manchester, IA 52057

Wapsi Waste
12538 Buffalo Road
Anamosa, IA 52205

Republic Services
15034 Depot Ridge Road
Peosta, IA 52068

City Council Meeting
Prep. Date: 12/14/17
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 12/18/2017

Communication Page

Agenda Items Description: Misc. Reports

Type of Action Requested: Motion; Resolution; Ordinance; **Reports**; Public Hearing; Closed Session

Attachments & Enclosures:

Letter mailed to Red Hughes
M-Town letter and proposal
Engineer's Report
County / City Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Action:

- Letter to Red Hughes: Follow up letter dated December 5, 2017
- M-Town Planned parking lot improvements: See letter and attachments dated December 6, 2017
- Ordinance Scrivener's Error: The Ordinance related to Stop and Yield Required had a scrivener's error, referring to Ridgeview Road as Ridgeview Drive. A correction will be published in the paper and the Ordinance corrected.
- Engineer's Report (Schwickerath): See Attached
- City/County Road Agreement: I want to discuss the future of the agreement related to maintenance of 190th Street off of Amber Road between the City and the County. In the agreement, approved on 4/4/16 the City agreed to pay for the Contract rock of 190th every other year with the County taking care of all other "road maintenance". The City paid for contract rock in 2016 per the agreement and a request of the County Engineer for the City to pay for contract rock again in 2017 was denied by the Council as the agreement provided that the City would pay for the contract rock application every other year, not every year. The City will again be obligated under the agreement to pay for contract rock in 2018 and then again in 2020. In my opinion the purchase of contract rock by the City in 2016 "bought" maintenance/repair by the County through the next application of contract rock in 2018. If the County were to terminate the agreement shortly after the application of contract rock by the City the City would not be getting the benefit of the deal if you will.
 - The agreement allows either party to withdraw from the agreement at any time provided that thirty (30) days' notice is given the other party.
 - There are a number of ways that the language of the agreement could be modified to deal with this concern. (The County could also be concerned, as the City could terminate the agreement by notice dated March 1st for example, ending the agreement

before the application of contract rock in 2018.) (I am in no way suggesting that the Council do so, just pointing out the mutual deficiency in contract language.)

- The current language of the contract reads as follows:

“This is a perpetual agreement and shall take effect upon approval by both parties. It is also understood and agreed that the right is reserved by both parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either party at least thirty days prior to such review, adjustment, or termination.”

- I propose that the current language be amended as follows:

“This is a perpetual agreement and shall take effect upon approval by both parties. It is also understood and agreed that the right is reserved by both parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either party at least thirty days prior to such review, adjustment, or termination. In the event the County wishes to terminate the agreement, it may provide notice to the City as noted herein, however, the County’s obligations under the agreement shall continue until the expiration of a period of twenty-four (24) months following the most recent application of contract rock by the City of Monticello. In the event the City wishes to terminate this agreement, it must provide notice to the County of said intent within six (6) months of the application of contract rock, in which event the agreement will terminate twenty (24) months following the last application contract rock by the City.

Thoughts / Basis of Proposal: The agreement was entered in April, 2016. The City agreed to pay for contract rock and did so in 2016. Under the agreement the next obligation of the City under the agreement was to apply contract rock in 2018. (Basically 24 months later.) In the meantime, the County accepted full maintenance responsibility for the maintenance, repair, and oversight of the road. The City application/payment for contract rock basically paid for their share on the next 24 months of maintenance. It is not in either parties’ best interest to have the agreement terminated right before or right after the application of contract rock.

The agreement does require amendments as it pertains to “winter maintenance”. A few years ago the County Engineer suggested that the City reimburse the County for snow removal on certain roads that they cleared that were in the City limits. An agreement was reached based upon “mileage” of roads in the City cleared by the County and mileage of roads in the County cleared by the City. In the end a division was created where the length of snow removal was fairly even and no money exchanged hands. At this point, based upon annexations and severances taken by the City, it appears that a review of those roadway miles should be made.

Potential Changes:

River Road: East of Golf Course near Picray property. County clears this road and the Chart had the City “owning” two lanes at .21 mile. In actuality the City does not own a full two lanes in this area, with almost one full lane at just under .1 mile. (This is very minor, and the County must cross this area to clear their road, but mentioned as it was added to the Chart by the County Engineer.)

Bus. 151 North: If the City continues to clear the roadway from where the City limits end near the Blue Chip north to River Road, the City will be clearing County Roadway totaling: East lane: 1,929’ and West lane: 625’, a total of 2,554’ or .48 miles.

River Road: Under the current agreement the City cleared River Road from Bus. 151 to the MonMaq Dam, with the agreement attributing this length to being 1674’. The entirety of the roadway is now in the County and it appears that the total length, per lane, is approximately 1,761’, or .33 mile, time two lanes equals .66 miles.

11th Street: The City clears 11th Street, and part of Hardscrabble, and due to annexations the length of “County” roadway being cleared on 11th Street by the City should be reduced by the frontage of annexed properties including Koob’s Garage (347’) and the Hughes Garage, approximately 221’. With that said, the County roadways being cleared by the City should be reduced by 568’ or .11 mile.

S. Main Street: City annexed south part of Kromminga Motors and the Welter buildings that used to be the hog buying building site. Those sections were in County and are now, therefore, in the City. (600’ +/- of City Roadway that used to be County Roadway)

Shover Road: We have been cleaning Shover Road which has been in the City. If we continue to do so that should be added to our length of County roads being cleared by the City. I will propose that the County take responsibility for this road.

I have shared the above thoughts with the County Engineer.



CITY OF MONTICELLO

200 E. First St.
Monticello, IA 52310
(815) 465-3577
Fax (815) 465-3527

Equal Opportunity Employer - Fair Housing City

December 05, 2017

Red Hughes
Hughes Garage
16509 Hardscrabble Road
Monticello, IA 52310

Re: December 4, 2017 Council Meeting

Dear Mr. Hughes:

I reviewed the status of your property with the City Council on December 4th as I indicated to you that I would in my letter to you dated November 7th.

The Council directed me to inform you that full compliance with the Pre-Annexation agreement and the City Code would be expected by no later than June 1, 2018. By that date all private wells must be legally plugged and abandoned and all junk vehicles, parts and components (tires for example) and other debris must be removed from the property so that the condition of the property is in full compliance with the City Code.

Moving forward, there should not be any inoperable, unregistered, or vehicles that otherwise meet the definition of a nuisance stored, temporarily or permanently, on your property. (Missing components, broken windows, etc.) (Not including those in your possession for immediate repair work that are owned by another.)

The PW Director was asked to verify that the well(s) have been plugged consistent with all State rules and regulations and the Police Chief will follow up on the overall condition of the property. If the property does not comply with the annexation agreement and/or the City Code by June 1, 2018 the Council has directed me to pursue enforcement and penalties.

Please let me know if you have any questions.

Sincerely yours,


Douglas D. Herman
Monticello City Administrator

CC: PW Director
Mayor, Council



CITY OF MONTICELLO

200 E. First St.
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

Equal Opportunity Employer - Fair Housing City

December 06, 2017

Ryan Frasher
101 Lindner Court P.O. Box 322
Monticello, IA 52310

Re: Parking Lot Pavement / Sidewalk Improvements

Dear Ryan:

Thanks for meeting with me yesterday to review your parking lot improvement plans. This letter is intended to confirm what we talked about and what your plans are.

You expressed a plan to have 2,700 sf of additional concrete installed on your lot during the 2018 construction season and provided a diagram to that effect. You also indicated that you would be installing a dumpster enclosure and "fence" in 2018 to hide tires and other outside items. I should have mentioned that you will need to complete a building permit related to the enclosure and fence. Our PW Director Brant LaGrange can answer questions and help on that front.

We also discussed the desire of the City to see your parking area connected to the driveway apron approach where your lot meets Lindner Court. You agreed to the future installation of that concrete and I proposed that the additional work be completed within two years of the 2018 slab, or 2020. I have attached an aerial showing the approximate boundaries of existing concrete outlined in black, proposed 2018 concrete hash-marked in black, and proposed 2020 concrete marked with red ink lines.

If you are in agreement with the above comments and "plan" please stop at City Hall to sign where indicated below. This letter, with your notarized acknowledgement, will take the place of a separate agreement. Thanks again for your willingness to make these improvements over the next few years.

Sincerely yours,

Douglas D. Herman
Monticello City Administrator

Page 2, Letter to Ryan Frasher

State of Iowa)
)§
County of Jones)

I, Ryan Frasher, agree with the statements contained in the above and foregoing letter and agree to see to the proposed concrete improvements and dumpster enclosure and related fencing to my property located at 101 Lindner Court within the time parameters set out therein.

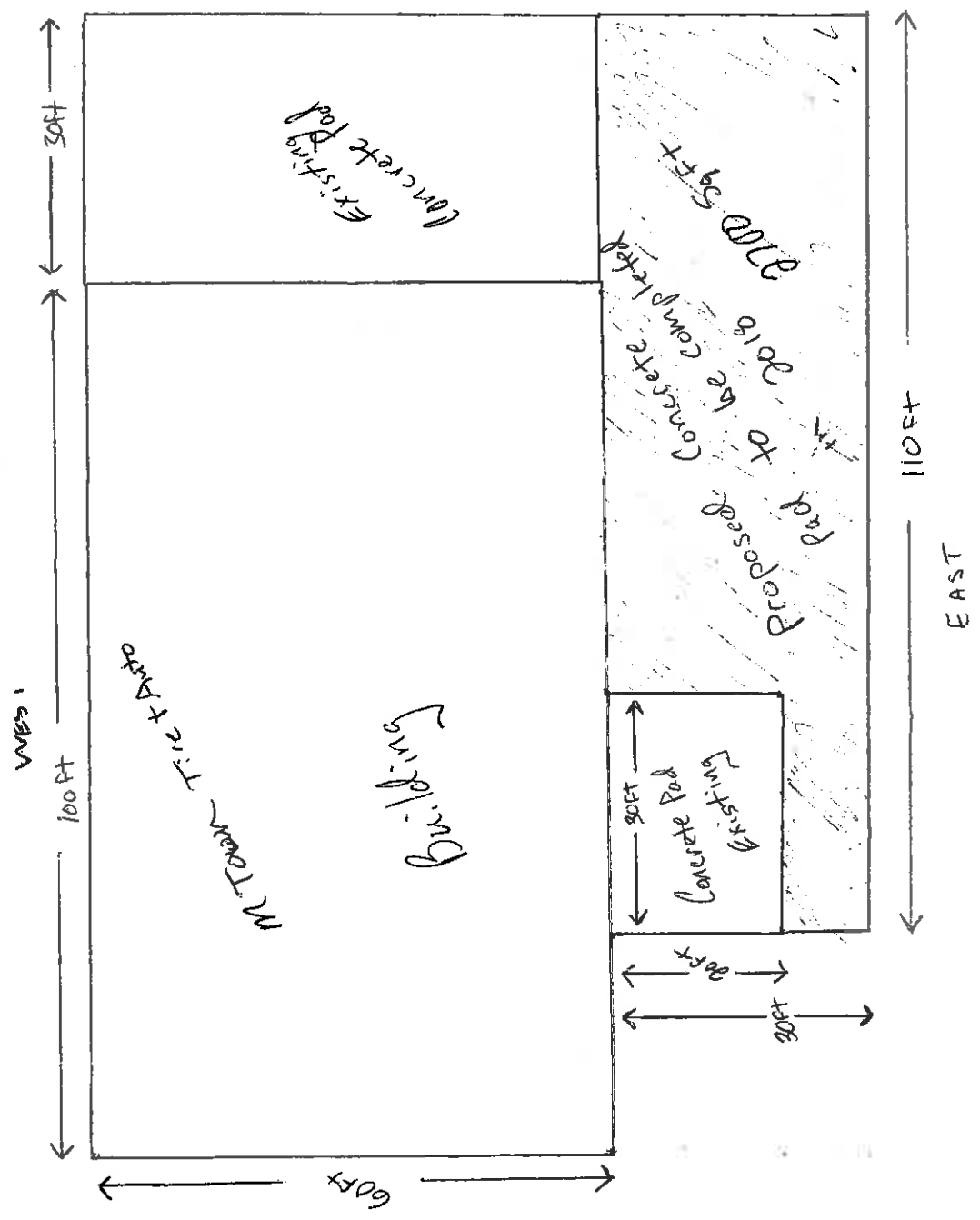
Subscribed and sworn to this ____ day of _____, 2017.

Ryan Frasher

Subscribed and sworn to before me, the undersigned Notary Public in and for the State of Iowa, by Ryan Frasher, known to me to be the identical person named herein, who swore and affirmed that he signed the above and foregoing acknowledgement as an expression of his voluntary act and deed.

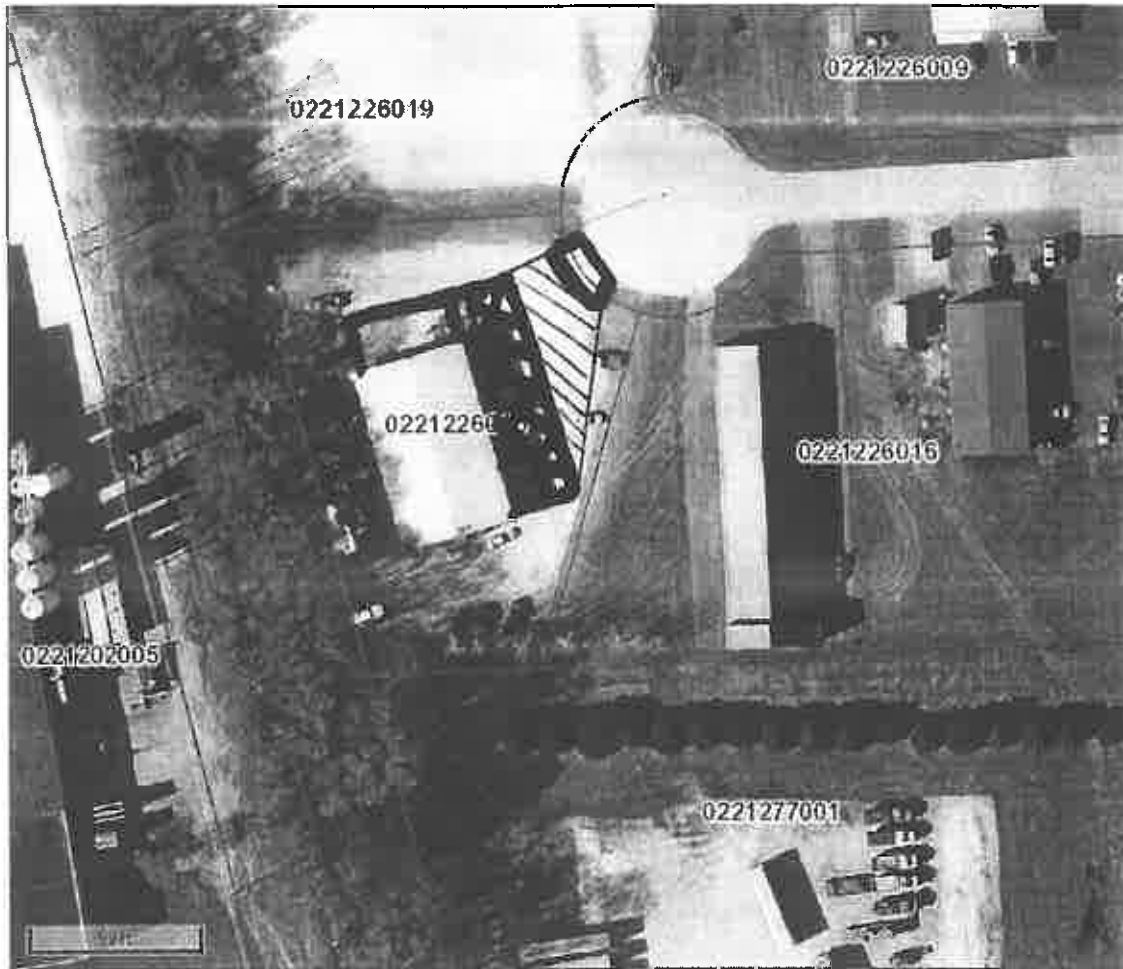
Signed and dated this ____ day of _____, 2017.

Notary Public, State of Iowa



Will add approx 2700 sq ft of concrete and install 9 x 8 Dumpster enclosure in 2018

NORTH



Overview



Legend

- Parcels
- Cartography
- Major Roads

Parcel ID	0318200005	Alternate ID	022200	Owner Address	HEIN RICHLAND FARMS LTD
Sec/Twp/Rng	n/a	Class	AD		142 MONTEREY TR
Property Address	22426 BOWENS PRAIRIE RD	Acreage	20		MONTICELLO IA 52310
	MONTICELLO				
District	RICMO				
Brief Tax Description	18 86 2 SE 1/2 SENE				
	(Note: Not to be used on legal documents)				

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 12/6/2017
Last Data Uploaded: 11/15/2017 7:50:43 PM

 Developed by
The Schneider Corporation

= Existing

= Proposed 2018

= Proposed by 2020

Memorandum

To: Doug Herman, Mayor & City Council **Date:** 12/14/17
From: Patrick Schwickerath, P.E., Casey Zwolinski, E.I.
CC:
RE: City Engineer's Report

CITY PROJECTS

H.M.A. Resurfacing (Main Street Rehab):

- The project is complete.
- A walkthrough is complete. The City will take care of any areas that need additional permanent seeding in the upcoming spring.
- The DOT will audit the project.

East 1st Street Bridge:

- The road/bridge was opened 11/22/17.
- The temporary seeding has been placed and permanent seeding is to be placed in spring.
- The site will be monitored for storm water requirements.

Airport Hangar:

- The exterior trench footings are complete.
- The interior footings are complete and the PCC floor has been placed.
- Taxiway apron excavation, subgrade, subbase preparation and paving are scheduled to continue in December (depending on weather and temperatures).
- The building material should be delivered mid-January. The building should be erected in January/February (2-3 weeks).
- Construction should go through the spring of 2018.

Orbis Stormwater:

- The stormwater report that was submitted for the Orbis expansion was reviewed by Snyder & Associates and a memo returned to the City on August, 9th.
- The report should be revised and resubmitted.
- Patrick Schwickerath met with Al Urbain (Orbis project manager) on 10/23/17 to review their water and storm sewer plans. Additional information should be submitted by Orbis.

6th Street Ditch:

- The plans and specs are approximately 90% complete. The stream restoration adjacent to the west side of Highway 38 has been removed from the plans.
- The joint permit application has been submitted to the US Army Corps of Engineers and the Iowa Department of Natural Resources. The project is to be covered by Nationwide Permit Number 13.
- Snyder has prepared an overall easement exhibit for the construction limits for the City to use while working on obtaining easements.

North Cedar Street Sewer Extension:

- Updated plans have been submitted to the City.
- Easements/agreements are needed from the property owners for the project to proceed.

Oak Street Water Main:

- Eastern Iowa Excavating has finished the project.

Future Street Reconstruction

- Budgetary information for the reconstruction of Chestnut Street (from 2nd Street to 3rd Street) and Sycamore Street (from 1st Street to 7th Street) was presented at the December 4th Council meeting. We will review this information further with Doug to help the City in their future planning.